

## Specific Terms: NTT DATA Cloud Voice Associated Products

The service-specific terms and conditions set out in this document ('**Specific Terms**') are incorporated in and apply to the SOW formed between NTT DATA and Client for the procurement and use of Products associated with or relating to NTT DATA Cloud Voice Services (the '**Services**').

These Specific Terms are maintained by NTT DATA at this URL (or successor site) and may be updated by NTT DATA from time-to-time (effective upon publication).

### 1 Title and risk of loss

- 1.1 Title to the Products will not pass to Client until the associated Charges, as set out in the SOW, have been paid in full. Any software embedded into the Products remains the exclusive property of the applicable licensor.
- 1.2 The risk associated with the Products will pass to Client when the Products are delivered to Client. Client undertakes to take out an insurance policy covering its civil liability risks which may result from the Products and the risks of loss, theft, damage, or destruction covering Products that have been delivered but not paid. If one of the above events occurs, the insurance compensation will automatically vest in NTT DATA and will be deducted from the outstanding Charges for the Products. Until all of the sums owed to NTT DATA have been paid, the Products must be recorded in Client's registers as property owned by NTT DATA.
- 1.3 If a notice of seizure is received in respect of the Products before title to the Products has passed, Client will immediately:
  - (a) inform NTT DATA, which will then take such steps as are necessary to recover the Products; and
  - (b) inform the relevant third parties in writing that NTT DATA owns the Products.
- 1.4 If Client fails to pay all applicable Charges for the Products by the due date, NTT DATA will be entitled to demand a swift return of the Products by Client to the address stated by NTT DATA at Client's expense and risk.

### 2 Delivery and acceptance

- 2.1 Client grants NTT DATA and its employees and agents access to Client's premises to the extent necessary for the proper delivery and, where applicable, installation of the Products.
- 2.2 The Products will be sent to Client in the OEM's original packaging, at the address stated in the SOW. Delivery will occur during regular business hours only and any request for delivery during non-business hours will be subject to extra charges. Delivery times are approximate only, unless otherwise duly agreed between NTT DATA and Client.
- 2.3 If Client delays or prevents the delivery of the Products, NTT DATA may bill additional reasonable charges to cover all costs incurred by NTT DATA as a result thereof.
- 2.4 The Products will be deemed accepted when Client signs the delivery slip at the place of delivery.
- 2.5 Client undertakes to check the condition of the Products before signing the delivery slip, to allow it to file a complaint with the carrier in the event of damage in transit. If damage is discovered, Client undertakes to notify detailed reservations to the carrier and to inform NTT DATA immediately.
- 2.6 If Client takes possession of a delivery without marking any detailed reservations on the shipping documents, the Products will be deemed to conform to the order and to be in a good condition. If damage is subsequently discovered, NTT DATA will not be held liable for the damage and the Products will be treated as having been carried at Client's own risk.

### 3 Installation

- 3.1 If NTT DATA is contracted to install the Products at Client's premises, NTT DATA or its employees and agents will:
  - (a) comply with the site rules provided to them prior to their on-site work;
  - (b) test the Products to check they conform to the SOW; and
  - (c) leave the premises clean and tidy following completion of the installation.

### 4 Cancellation

- 4.1 With respect to any SOW including the purchase of Products, NTT DATA will not accept a cancellation request if the relevant Products have already been shipped by NTT DATA (or the applicable OEM or distributor, as may be the case).

### 5 Warranties and associated remedies

- 5.1 NTT DATA ACTS AS A RESELLER OF THE PRODUCTS ONLY. IN THIS CAPACITY, NTT DATA DOES NOT PROVIDE ANY CONTRACTUAL WARRANTY FOR THE PRODUCTS, OTHER THAN THE STATUTORY WARRANTIES PROVIDED BY APPLICABLE LAWS (IF ANY). THE PRODUCTS SOLD BY NTT DATA ARE COVERED BY A WARRANTY ON THE TERMS AND CONDITIONS DECIDED BY THE OEM, WHICH ARE ONLY ENFORCEABLE AGAINST THE OEM. IF THE OEM CEASES TO EXIST (IN PARTICULAR, IF IT CEASES TRADING, IS DISSOLVED, OR IS SUBJECT TO INSOLVENCY PROCEEDINGS), NTT DATA MAY

NOT BE HELD LIABLE UNDER THE OEM WARRANTY FOR THE PRODUCTS (EXCEPT IF OTHERWISE REQUIRED UNDER APPLICABLE LAWS).

- 5.2 If Client identifies a defect in the Products during the period of validity of the OEM's warranty, Client must first contact NTT DATA and then return the defective Products in its original packaging to the address provided by NTT DATA, at Client's expense and risk, unless a specific procedure has been implemented by the OEM and communicated to Client. If the cause of the defect is covered by OEM's warranty, it will be replaced or repaired in accordance with the terms of OEM's warranty. If no defect is found, or if the cause of the defect is not covered by OEM's warranty, NTT DATA will return the applicable Product to the Client and charge Client for the shipping costs incurred.

## 6 Compliance with Product Documentation and terms

- 6.1 Client must review and comply with the Documentation relating to the Products (which may be found in the original packaging or otherwise made available on request), the terms of which Client expressly acknowledges and accepts through its acceptance and use of the Products.
- 6.2 In the event any software is embedded in the Products, Client must comply with the terms of the end user license agreement applicable to such software (which may be found in the original packing for (or embedded in) the software or otherwise made available on request), the terms of which Client expressly acknowledges and accepts through its acceptance and use of the Products.

## 7 Waste Electrical and Electronic Equipment

- 7.1 Any electrical and electronic equipment ('EEE') sold to Client pursuant to the applicable SOW is classified as EEE for professional use under any Applicable Laws, including the Directive 2012/19/EU governing the collection and treatment of waste electrical and electronic equipment ('WEEE'). Through a collection system managed by a waste management company, NTT DATA arranges and finances the collection and selective treatment of professional WEEE placed on the market after 13 August 2005 or replaced with equivalent equipment or equipment with the same function. Client undertakes to contact NTT DATA at the end of the EEE's service life to obtain information on the solutions available for the collection and treatment of the WEEE sold under the applicable SOW. If Client decides to treat the WEEE directly, Client agrees to do so at its own expense and releases NTT DATA from all liability in the event that the waste is discarded in an improper manner. In such a case, Client will fulfil the obligations arising from Directive 2012/19/EU imposing an environmentally friendly management of the WEEE. Client undertakes to forward this information to any subsequent purchaser of the EEE along with the tracking documents for the end-of-life management to be supplied by NTT DATA or its waste management company.